

Case Summary

Appellant-Respondent Adrian Ross (“Father”) appeals the denial of his motion to correct error, which challenged an order finding him in contempt due to his failure to pay the reasonable uninsured healthcare costs of his children with Appellee-Petitioner Jennifer Ross (“Mother”). We affirm.

Issue

Whether the trial court abused its discretion in finding Father in contempt of court.

Facts and Procedural History

In 2000, Mother and Father entered into an Agreement of Settlement, which was approved and included in the Decree of Dissolution by the dissolution court. Both the Agreement of Settlement and the Decree of Dissolution provide that Father will “maintain in force a health, hospital, and major medical insurance policy on the parties’ children” and that he will “pay any and all reasonable medical, dental, hospital, optical, orthodontia, pharmaceutical, and psychological expenses deemed necessary for the health and welfare of the child[ren] during any calendar year that are not covered by [said] insurance.” Appendix at 18, 24. Prior to the coverage of medical expenses provision, the Decree of Dissolution includes: “Both parties have been advised and agree that the child support obligation of the Husband is a deviation in excess of the State of Indiana’s recommended support as and for the ordinary care, support and maintenance and education of the children.” App. at 17-18.

On February 21, 2007, Mother filed a Verified Motion for Contempt Citation alleging that Father had failed to pay for uninsured medical expenses incurred for their children.

After a hearing, the trial court found Father in contempt for failing to pay the reasonable uninsured healthcare expenses of his children and ordered him to pay \$4,000 to Mother for such expenses as well as Mother's attorney's fees.

Father now appeals.

Discussion and Decision

I. Standard of Review

A court's determination of whether a person is in contempt of court is a matter left to its discretion. Richardson v. Hansrote, 883 N.E.2d 1165, 1171 (Ind. Ct. App. 2008), reh'g denied. We will reverse such a ruling only when there is an abuse of that discretion. Id. An abuse of discretion occurs only when the trial court's decision is against the logic and effect of the facts and circumstances before it. Id.

Additionally, Father is appealing from a decision in which the trial court entered findings of facts and conclusions of law. See Trial Rule 52(A). Therefore, we must first determine whether the evidence supports the findings and second, whether the findings support the judgment. In re Marriage of Kenda and Pleskovic, 873 N.E.2d 729, 737 (Ind. Ct. App. 2007), trans. denied.

II. Analysis

Essentially Father challenges the trial court's finding that the Decree of Dissolution and Agreement of Settlement are determinative rather than the Child Support Obligation Worksheet that was attached to the Decree of Dissolution. Settlement agreements that are incorporated into a dissolution decree are contractual in nature. Cochran v. Rodenbarger,

736 N.E.2d 1279, 1281 (Ind. Ct. App. 2000). The intention of the parties, as expressed by the clear language of the settlement agreement, is controlling. Id. Where the language of the settlement agreement is unambiguous, the construction of the agreement is a question of law, reviewed de novo. Id.

Here, Mother and Father completed a Child Support Calculation Worksheet and submitted it along with their Agreement of Settlement. The dissolution court approved the Agreement and, pursuant to Indiana Code Section 31-15-2-17(b), incorporated and merged the Agreement into the dissolution decree. The Decree of Dissolution explicitly notes this incorporation, designating the Agreement as Exhibit A, and reads that “said Agreement of Settlement is hereby approved and ordered to be enforced the same as this Decree of Dissolution.” App. at 19. The Decree, however, does not incorporate the Child Support Calculation Worksheet. Thus, the terms of the Agreement are controlling because they are part of the dissolution court’s order.

The Agreement of Settlement clearly provides that Father is responsible for any healthcare expenses of his children that are not covered by medical insurance. Father cannot be heard to complain of this provision to which he agreed as the Decree of Dissolution notes that “[b]oth parties have been advised and agree that the child support obligation of the Husband is a deviation in excess of the State of Indiana’s recommended support as and for the ordinary care, support and maintenance and education of the children.” App. at 17-18. Father does not dispute that he did not pay any of the uninsured healthcare expenses of his children. Therefore, the trial court did not abuse its discretion in finding Father in contempt

for failing to pay for such reasonable expenses as required by the Decree of Dissolution.

Affirmed.

MATHIAS, J., and BARNES, J., concur.